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Tarrant County Texas

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D208427436

4 Pages



Suzanne Henderson

PROJECT: Christian Flowline
TRACT NUMBER: CH-11
COUNTY: Tarrant

EASEMENT AGREEMENT

This Agreement, dated May 3, 2008, is between Hubert Wayne Scott, (hereinafter referred to as "Grantor", whether one or more), and Carrizo Oil & Gas Inc., 1000 Louisiana , Suite 1500, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a nonexclusive twenty foot (20') wide permanent easement in order to construct, operate and maintain one pipeline not to exceed 12 inches in diameter and any appurtenant underground facilities in, through, under, and along land owned by the Grantor as described in the attached **Exhibit A** ("the Easement Property").

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, replacing, improving, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, the above described pipeline and facilities, for the transportation of natural gas and related fluids or either of them, and the products thereof, together with below-ground appurtenances as may be necessary or desirable for the operation of the pipeline, under the Easement Property. Grantee shall have the right to select the exact location of the pipelines within the Easement Property. Grantee shall also have the right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property for all purposes necessary, and at all times convenient and necessary to exercise the rights granted to it by this Easement.
2. The consideration paid by Grantee in this agreement includes the market value of the easement conveyed by Grantor, and any and all damages to the Grantor's remaining property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock, fences, trees, shrubbery, groundcover and growing crops during the periods of the original construction of the pipeline.
3. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipelines, and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of each pipeline. Grantee shall have the right to install, maintain and use gates in all fences which now cross, or shall cross, the easement, or which provide access to Grantor's property. Grantor shall allow Grantee to install its own lock if Grantee so chooses.
4. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipelines, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipelines and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed. Notice by mail at least ten days prior to such installation is sufficient for purposes of this agreement. Notice shall be sent to the following address:

Carrizo Oil & Gas
Att: Operations
1000 Louisiana St
STE 1500
Houston TX 77002

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5. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; or (4) impound surface water. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee which permission shall not be unreasonably withheld. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor, without the required permission of Grantee, subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

6. Grantor agrees that the pipeline will be installed by boring under the Easement Property at a depth that provides a minimum of five (5) feet of cover above the pipeline, and Grantor will use every reasonable effort to avoid disturbance of the surface of the Easement Property and/or damage to any trees, shrubbery and/or groundcover growing thereupon.

7. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

8. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

9. Grantee will maintain the pipelines, facilities or structures that it installs on the Permanent Easement Property. Grantor shall maintain the surface of the Permanent Easement Property only so that its condition does not interfere in any manner with the purposes for which the Easement is conveyed.

10. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement.

11. Grantee shall have the right to assign this Permanent Easement, in whole or in part, to one or more assignees. The provisions of this Easement, including all benefits and burdens, shall run with the land.

12. Grantee agrees to indemnify and hold Grantor harmless from and against any and all damages, injuries, cost or expenses, including attorney fees and legal cost, incurred by Grantor or any third party as a result of the operations of Grantee in, upon or about the Easement Property.

13. In the event the Grantee ceases use of the Easement Property for the stated purposes for any continuous period of two (2) years, then this Easement will be deemed abandoned and will terminate and be of no further force or effect.

Executed effective as of the 3 day of May, 2008.

GRANTOR: Hubert Wayne Scott
(Signature) (Individually and in all Capacities for the above described Land)

Name: Hubert Wayne Scott
(Print Name)

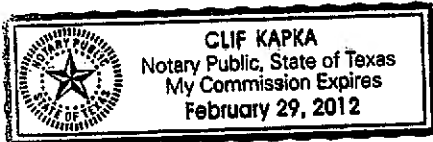
Title: Owner

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared Hubert Wayne Scott and known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that He executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3 day of May, 2008.



Clif Kapka
Notary Public, State of Texas

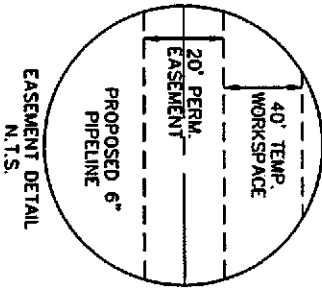
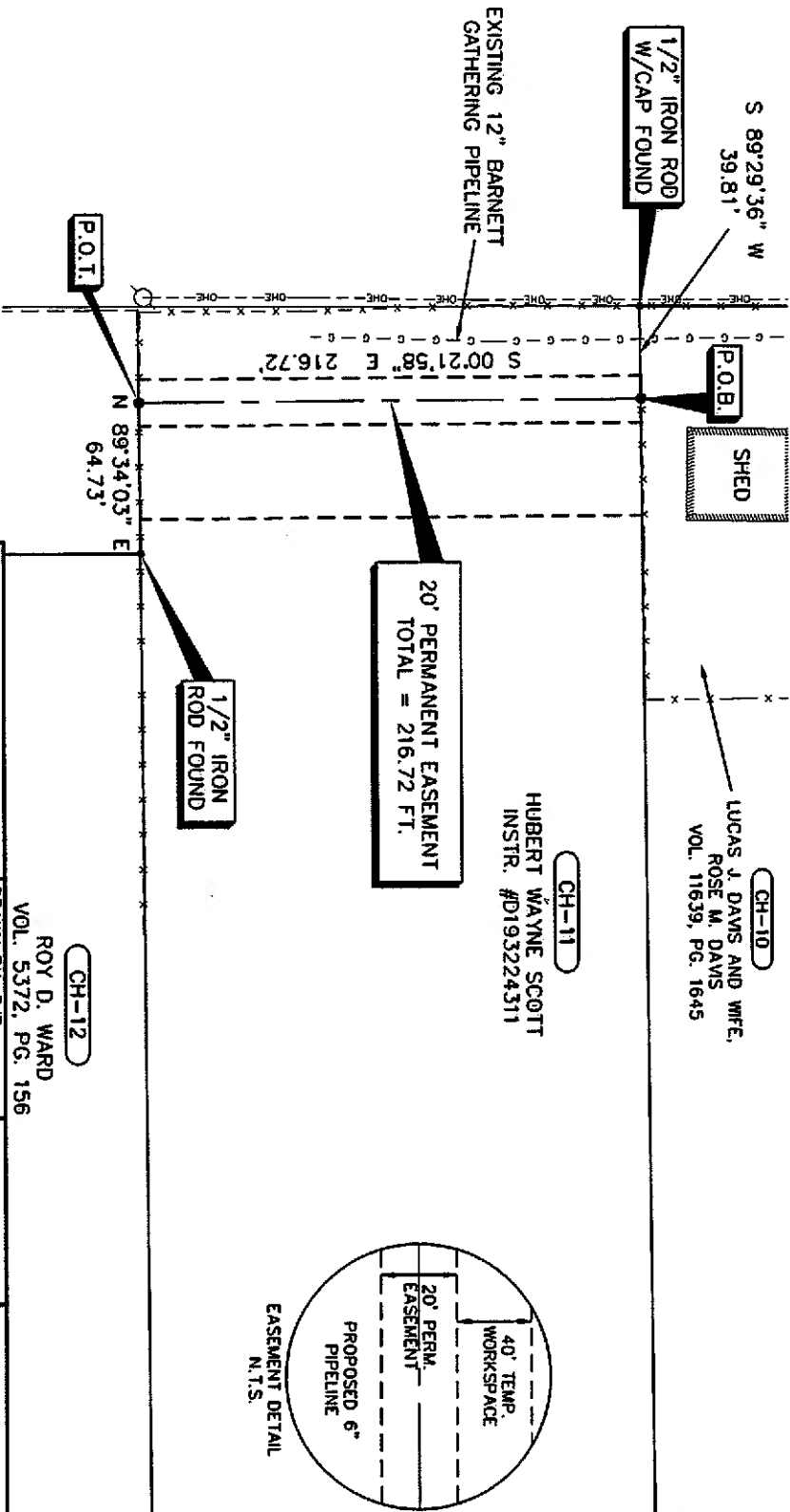
[Signature]
Notary's printed name

My commission expires: February 29, 2012

TARRANT COUNTY, TEXAS
J. RENDON SURVEY, ABSTRACT 1263

CH-10
LUCAS J. DAVIS AND WIFE,
ROSE M. DAVIS
VOL. 11639, PG. 1645

CH-11
HUBERT WAYNE SCOTT
INSTR. #D1933224311



PLAN
SCALE: 1" = 60'

LIS
LIS Survey Technologies, Inc.
409 Jim Wright Freeway South, Ste. 150
Fort Worth, TX 76108, 817-246-5900

DRAWN BY: DWR
DATE: 02/18/08
BOOK NO.:
TRACT NO.: CH-11
PROJECT A/E:
REVISED: 05/07/08



CARRIZO OIL & GAS
CHRISTIAN
PROPOSED 6" PIPELINE
HUBERT WAYNE SCOTT
LOCATED IN
TARRANT COUNTY, TEXAS